

BLAZE TERMS & CONDITIONS

Please note that by completing this signup process and subscribing for the services being offered by the Guyana Telephone & Telegraph Company Limited ('GT&T') and by accessing and/or by using GT&T service(s) in any way, the Customer, as defined herein, hereby signifies its acceptance of the terms and conditions of use hereunder, which the Customer understands will form a binding agreement between the Customer and GT&T. The Customer is hereby deemed to have read the below terms and conditions and to have irrevocably accepted same.

GT&T reserves the rights to not accept or proceed with a Customer's application without the need for prior notice and/or explanation.

1. INTRODUCTION

- 1.1. These terms and conditions ('the Agreement') outline the provisions that govern the use of the services and equipment provided by GT&T to the Customer.
- 1.2. "Customer's premises" means the location indicated by the Customer and approved by GT&T for the provision of the Service by GT&T, whether or not the said premises are owned by the Customer.
- 1.3. "User(s)", or "Customer" means customers or anyone else who requests, uses or accesses GT&T's services.
- 1.4. "Service" or "Services" refer to fiber internet access package elected by the Customer in the application.
- 1.5. GT&T may amend, modify or substitute this Agreement at any time without prior written notice to the Customer. The Customer's continued use of any GT&T service after such amendment, modification or substitution constitutes the Customer's acceptance of any new terms and conditions. GT&T recommends that the Customer visits GT&T's website regularly to check for any updates or amendments to this Agreement and GT&T shall not be responsible for the Customer's failure to do so.
- 1.6. GT&T reserves the right to establish policies, rules and limitations, from time to time, concerning the use of any service, which shall be incorporated to form part of these terms and conditions. Failure to comply with it will result in the Customer's service being restricted, disconnected, or terminated at GT&T's sole discretion.
- 1.7. GT&T shall provide the Services to the Customer as requested in the application form hereof and as outlined in this Agreement.
- 1.8. As a condition of the use of the service, the Customer warrants that the Customer will use the service in accordance with GT&T's Acceptable Use Policy, included on GT&T's website and incorporated herein by this reference to form part of this Agreement. This Acceptable Use Policy may be updated from time to time at GT&T's sole discretion and without any need for notice to the Customer.
- 1.9. The Service, Equipment (as defined hereunder) and all information, documents and materials owned by GT&T and/or on GT&T's website are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All of GT&T's websites, corporate names, service marks, trademarks, trade names, logos and domain names are and will at all times remain the exclusive property of GT&T. Nothing in this Agreement grants the Customer the right or licence to use any GT&T marks.

1.10. The privacy policy included on GT&T's website and incorporated herein by this reference to form part of this Agreement applies to all Customers and the Customer hereby represents and warrants that the Customer will abide by same.

2. DELIVERY DATE AND TERM

- 2.1. This Agreement shall become effective as from the date on which GT&T activates the requested service at the Customer's location ('the delivery date').
- 2.2. This Agreement shall be valid for an initial period of (1) year from the effective delivery date but the Agreement will remain in force automatically thereafter on a yearly basis unless terminated by either party in accordance with the provisions of this Agreement ('the Term').

3. CHARGES

- 3.1. The installation and subscription charges payable by the Customer to GT&T are set out in the application form as well as included in the invoices delivered by GT&T to the Customer on a monthly basis.
- 3.2. The Customer acknowledges and agrees that GT&T may review their charges from time to time, in its sole discretion thereof, subject to GT&T giving the Customer at least one (1) month's prior written notice.
- 3.3. A non-refundable installation fee of **twenty thousand Dollars (\$20,000.00)** is payable by the Customer to GT&T for new service activation. This fee, the Customer agrees, can be changed by GT&T at its sole discretion and without any need for prior notice by GT&T to the Customer.
- 3.4. A non-refundable relocation fee of **ten thousand Dollars (\$10,000.00)** is payable by the Customer to GT&T for any relocation of existing service from the Customer's premises to a new premise where GT&T already has service. This fee, the Customer agrees, can be changed by GT&T at its sole discretion and without any need for prior notice by GT&T to the Customer.
- 3.5. GT&T will have to work both internally and externally at the Customer's premises in order to have the service installed. As such, the Customer hereby grants GT&T access to the Customer's premises for the purpose of installation at the time and date mutually agreed upon by the parties. Based on the foregoing, the Customer agrees, at his/her sole cost and expense and in advance of installation to:
 - i. Obtain all necessary consents including, if necessary, landlord, occupier and other buildings' consents for both access and installation of GT&T's equipment and for on-going maintenance of such equipment; and
 - ii. Provide full, free and safe access to the Customer's premises, and a suitable environment for the equipment including all necessary cable ducts and electricity supply;
 - iii. Configure the Customer's equipment or network as a part of the installation. It is hereby understood by the parties that GT&T will only install the equipment and demonstrate a working system on such equipment. A standard installation by GT&T includes the provision of one network connection.

4. PROVISION OF SERVICES AND EQUIPMENT

- 4.1. GT&T shall during the term of this Agreement provide and maintain the efficient working order of all lines, equipment and apparatus needed to provide service to the Customer and provided by GT&T under this Agreement. However, the Customer agrees that the

- Customer shall be responsible for the cost of repairs of such lines, equipment and apparatus as occasioned by the misuse or negligence of the Customer, his servants, visitors and/or agents.
- 4.2. GT&T shall retain ownership of all lines, equipment and apparatus provided to the Customer including telephone numbers and exchange codes and upon the termination and/or expiration of this Agreement, the Customer shall make same available to GT&T for retrieval.

5. QUALITY OF SERVICES

- 5.1. GT&T has the right to change or disconnect the Services provided by GT&T to the Customer where GT&T reasonably determines that any technical modification to the network or change its trading, operating or business practices or policy is necessary to maintain or improve the services. The Customer agrees that this shall be done without need for prior notice to be given to the Customer by GT&T.
- 5.2. The Customer understands that the speed of the Services provided by GT&T to the Customer shall be up to the wired port and as such, GT&T will not be responsible for WiFi connections.
- 5.3. In order that GT&T can continue to offer the highest of quality internet access and other related services such as hosting etc., GT&T reserves the right to effect changes to the rules of operation, accessibility and security procedures and the provision, type and location of the service at any given time and without need for prior notice to the Customer. General network and other related maintenance will be performed during non-peak times and will generally be communicated to the Customer by GT&T in advance, to the email or mobile phone number that was provided by the Customer at time of application. However, it is agreed that from time to time, network maintenance may be performed by GT&T's providers and adequate time will not always be provided for GT&T to notify the Customer and the Customer hereby agrees to this.
- 5.4. Where GT&T offers services that have unlimited data consumption, this does not mean that these tariffs are free from network management protocols which are –[[[[[[[[place to manage excessive or above average data consumption. All of GT&T's products (*unless they are specifically noted by GT&T as uncontended or dedicated bandwidth*) have systems in place to ensure that at times of peak network activity users who consume substantially more network resource than the majority may have their connection throttled or slowed down. This is common to all broadband services both terrestrial and those operating via FTTH. Also at peak times, certain types of resource heavy traffic maybe assigned a lower priority on the network.
- 5.5. Credit allowance for interruptions of service which are not due to the GT&T's testing or adjusting, or not as a result of the negligence or willful misconduct of the Customer and/or its representatives, independent contractors, or visitors, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify GT&T, in writing and within two (2) days of any interruption in service. Before giving such notice, the Customer shall ascertain that the fault is not being caused by any action and/or omission of the Customer, nor within his/her control, or is not in the wiring or equipment (which were not provided by GT&T) connected to the terminal of GT&T.
- 5.6. The Customer shall be solely responsible for any and all WiFi connections as well security (passwords) for the Equipment. As such, GT&T shall have no responsibility and/or liability in this regard.

6. AVAILABILITY OF AND CHANGES TO SERVICE

6.1. The Customer understands and agrees that the Service selected by the Customer may not be available in all areas or at the rates, speeds, or bandwidth generally marketed by GT&T, and some locations may not qualify for the Service even if initial testing by GT&T showed that the Customer's line was qualified. GT&T will provision qualified lines at the maximum line rate available to the Customer's location based on its standard line qualification procedures, unless the customer has selected a level of service with a lower maximum line rate. The Customer understands and agrees that the Bandwidth will be provided on a per-line (not a per-device) basis.

The bandwidth available to each device connected to GT&T's Network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service may vary based on network or Internet congestion, customer computer or devices configuration, customer use video on demand (VOD) or real time entertainment services, the wiring distribution inside of customer location, among other factors.

6.2. If the Customer changes the local telephone company or discontinue the local telephone service, GT&T may in its discretion either terminate the Customer's Service or continue to provide the Service without local GT&T voice service at the then-current rates, terms and conditions applicable to the Customer's new Service plan and the Customer agrees to pay any new or higher monthly fee that may apply to the new Service plan.

7. PROMOTIONAL OFFERS

7.1. GT&T may, at its sole discretion, offer promotional pricing and free trials of services, including the Services, to its customers from time to time. Such offers may only be offered to new customers, or a range of customers and the Customer may not be eligible for any, some and/or all of the offers.

7.2. These offers are not guaranteed and can be modified, extended, altered, or cancelled by GT&T at any time without prior notice to the Customer.

7.3. Pricing of promotional offers for services is considered as confidential information between GT&T and a specific Customer and the Customer shall not share or disclose the terms of the promotion offered to the Customer with a third-party without the prior written consent of GT&T.

7.4. If the Customer is enrolled in a free trial of a GT&T service, the Customer must notify the relevant GT&T personnel, in writing, that the Customer does not want to continue using the service at least seven (7) days before the trial period expires. Should the Customer fail to provide the written notification to GT&T of the Customer's intention to cancel the use of these Services beyond the trial period, the Customer will be deemed to have subscribed to such Services and may be charged the associated fees for continued usage of such Services.

8. EQUIPMENT

8.1. In order to provide services, GT&T must install in and upon the Customer's premises certain GT&T equipment, including, but not limited to, cabling and related splitters, cable optical network terminal (ONT), advanced ONT, TAP Box (External Component), Fiber tray, and converters provided by GT&T, and other equipment apparatus provided by GT&T (collectively referred to as 'the Equipment'). It is hereby understood by the Customer that the Equipment may vary from time to time, as determined by GT&T, at its sole discretion thereof. The Equipment shall exclude preexisting conduit, cable and wiring and other equipment owned or purchased by the Customer.

- 8.2.** As optional and at the Customer's sole expense and cost, the Customer may purchase a battery backup unit from GT&T that can be connected to the Equipment once approved by GT&T, in its sole discretion thereof. It is further understood and agreed by the Customer that there is no requirement and/or obligation for GT&T to sell such battery backup unit and this will be sold at GT&T's sole discretion.
- 8.3.** The Customer represents and warrants that the Equipment shall be used only for the Services contemplated herein.
- 8.4.** GT&T shall retain ownership of the Equipment including telephone numbers and exchange codes and upon the termination and/or expiration of this Agreement, the Customer shall immediately make same available to GT&T for retrieval. Further, the Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Equipment to the Customer's premises or otherwise.
- 8.5.** The Customer commits, agrees and understand that his/her subscription is for inhouse use purposes only as well as only for the location requested and approved by GT&T. Therefore, the Customer agrees not to connect, commercially use, resell for any third party, sublease, connect to the local or international networks not approved by GT&T in writing or distribute the Service to any housing or accommodation or commercial or non-commercial offices, residential compounds, multiple flats or houses.
- 8.6.** GT&T will not be held accountable to compensate the Customer for any defects and/or errors not caused by GT&T and/or beyond the reasonable control of GT&T, as determined by GT&T in its sole discretion thereof, including without limitation official authorities and governmental agencies.
- 8.7.** GT&T will use reasonable efforts to complete any Equipment installation work as necessary to activate the service ("Activation") at the Customer's premises, as applicable. GT&T SHALL HAVE NO LIABILITY FOR ITS DELAY IN THE ACTIVATION OF A SERVICE.
- 8.8.** The Customer agrees to reimburse GT&T for any loss, theft, damage and/or destruction to GT&T facilities or Equipment resulting from any cause whatsoever, save and except where such loss, theft, damage and/or destruction is due to GT&T's gross negligence and/or willful misconduct.
- 8.9.** The Customer will not open, alter, misuse, tamper with or remove the Equipment as and where installed by GT&T, and will not remove any markings or labels from the Equipment indicating GT&T's (or its suppliers) ownership or serial or identity numbers. Upon termination of a service or services, for whatever reason, the Customer acknowledges that the Customer's right to possess and use the GT&T Equipment shall likewise terminate. In such event, the Equipment shall be returned to GT&T in the same condition as when received, ordinary wear and tear excepted.
- 8.10.** The Customer hereby understands and agrees that the Customer will be billed by GT&T for any charges relating to loss, damages, theft and/or destruction of the Equipment, exceeding ordinary wear and tear as solely determined by GT&T.
- 8.11.** Following GT&T's termination of the services to the Customer's premises, GT&T retains the right in its discretion to remove or disable any inside wiring installed and owned by GT&T. The Customer agrees to safeguard the GT&T Equipment from loss, theft, damage and/or destruction of any kind, and (except for any self- installation procedures approved by GT&T) will not permit anyone other than an authorized representative of GT&T to perform any work or repairs on the Equipment.
- 8.12.** The Customer is responsible for damage to, theft, loss and destruction of the Equipment caused by its acts or omissions, and its noncompliance with this section, or by fire,

- theft or other casualty at the Customer's premises unless caused by the gross negligence or willful misconduct of GT&T.
- 8.13.** The Customer agrees not to take any action that would directly or indirectly impair GT&T's title to the GT&T equipment, or expose GT&T to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following GT&T's termination of the services to the Customer's premises, GT&T retains the right to remove the Equipment including, but not limited to, that portion of Equipment located outside of the Customer's premises.
- 8.14.** The Customer grants GT&T the right to install, inspect, replace, repair, relocate, alter, operate, remove and maintain the Equipment in, under and upon the Customer's premises for the duration of the term of this Agreement.
- 8.15.** The Customer, at no cost to GT&T, shall secure and maintain all necessary rights of access to the service location(s) for GT&T to install and provide the Services. The Customer further agrees:
- i. to provide GT&T's representative with access at reasonable times to the premises to install, inspect, replace, repair, relocate, alter, operate, remove and maintain the Equipment supplied by GT&T and, upon the termination of the service, to allow GT&T to remove the Equipment from the Customer's premises (it being clearly understood by the Customer that GT&T's failure to remove its property shall not be deemed an abandonment thereof). If the Customer is not the owner of the premises, upon request, the Customer will supply GT&T with the owner's name and address and written consent or other evidence that the Customer is authorized to grant access to the premises on the owner's behalf or GT&T may request permission from the owner to install the Services on the premises. The Customer hereby indemnifies and holds GT&T harmless against any liability if access or right of entry to the premises is denied or limited for any reason;
 - ii. not to permit, allow or encourage any other provider of Internet or telecommunications services to utilize any component part or portion of the Equipment and/or service installed by GT&T; iii. not to disturb, alter and/or change any of the locations of any of GT&T's systems or Equipment without GT&T's prior written consent. If the Customer disturbs, alters and/or changes GT&T's systems or Equipment without GT&T's prior written consent then the Customer shall be solely responsible for any loss, damages and/or disruption that may result from disturbing, altering and/or changing same;
 - iv. not to attach or connect any equipment or devices, directly or indirectly, to the Equipment without the prior written consent of GT&T;
 - v. not to utilize, interfere with or cause interference with any component part or portion of the Equipment installed by GT&T or permit any activity that would interfere with GT&T's delivery of services to the service locations;
 - vi. to cooperate with GT&T in the installation of the Equipment;
 - vii. to provide sufficient space as detailed by GT&T within the premises for installation of system equipment and components;
 - viii. that the installation may require drilling, cutting and other alterations to improvements on the premises (including walls, flooring and/or other surfaces) and that GT&T assumes no obligation to restore or repair any such alterations or damages adjacent to such alterations (except to the extent such damages are attributable to the sole gross negligence of GT&T);

- ix. to allow GT&T, in its sole discretion, to use for the provision of GT&T services any existing wiring, conduit and/or other devices located within or installed upon the premises; and
 - x. to confer upon GT&T all other rights and privileges reasonably necessary or convenient for GT&T's safe and efficient installation, operation and/or maintenance of the Equipment and for the full enjoyment and use of the rights described above. The Customer agrees to indemnify and hold GT&T harmless from any and all claims or damages, including payment of any attorney's fees and other legal costs, arising out of the Customer's breach of this section.
 - xi. may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of these terms and conditions are being complied with in the installation, operation or maintenance of the Customer's or the GT&T's equipment. GT&T may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements except as provided below. Upon reasonable notice, the facilities provided by GT&T shall be made available to GT&T for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted from the time during which such tests and adjustments are made by GT&T.
- 8.16. The Customer shall be solely responsible for all loss, damage and/or destruction that occurs to the Equipment furnished by GT&T that occurs due to the negligence, willful misconduct and/or by the acts or omissions of the Customer, fair wear and tear excepted.
- 8.17. Inappropriate use or abuse of the Services and/or the Equipment, as determined in the sole discretion of GT&T, may result in account disconnection, termination and/or legal action.
- 8.18. The Customer shall notify GT&T immediately, if any Equipment is stolen or if the Customer becomes aware at any time that the Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. Failure to do so in a timely manner may result in the termination of the Service and additional charges.
- 8.19. Notwithstanding the foregoing, effective July 4, 2019, Customers will have to purchase the battery backup unit from GT&T or use an uninterruptible power supply (UPS) unit, at the Customer's sole cost and expense This means that GT&T will not be giving such battery backup units free. All title to, interest and liability of the said backup battery will transfer to the Customer upon the purchase of the backup battery unit by the Customer and therefore, the Customer shall be responsible for any loss, theft, damage to and/or destruction of the backup battery. All other Equipment will be the sole property of GT&T for the pendency of this Agreement.
- 8.20. Further to Clause 8.19, Customers understand that all battery backup units received by the Customers from GT&T prior to July 4, 2019, shall remain the property of GT&T until damaged and/or destroyed, as determined by GT&T, in its sole discretion thereof. Notwithstanding the foregoing, the Customer understands and agrees that GT&T, in no instance, will be required to repair and/or replace such battery backup units once the battery backup units have been damaged and/or destroyed, as determined solely by GT&T.

9. CONFIDENTIAL INFORMATION

- 9.1. "Confidential Information" means all information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or

“confidential.” or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, confidential information shall include, even if not marked, the agreement, software, promotional materials, proposals, quotes, rate information, discount information, customer information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties’ communications regarding such items.

9.2. All confidential information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party’s express written consent. Notwithstanding the foregoing, such information may be disclosed:

- i. to the receiving party’s employees, affiliates, suppliers and agents who have a need to know for the purpose of performing the agreement, using the services, rendering the services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, suppliers and agents to assure against unauthorized use or disclosure); or
- ii. as otherwise authorized by the agreement. Each party agrees to treat all confidential information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care. Notwithstanding the foregoing, each party’s confidentiality obligations hereunder shall not apply to information that is:
 - a. already known to the receiving party without a pre-existing restriction as to disclosure or becomes publicly available without fault of the receiving party;
 - b. rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party;
 - c. developed independently by the receiving party without use of the disclosing party’s confidential information; or
 - d. required to be disclosed by law or regulation.

9.3. Notwithstanding the foregoing, the Customer agrees that: (i) GT&T may make references to the fact that the Customer is a Customer of GT&T and the general nature of Services that the Customer purchases from GT&T; and (ii) GT&T may disclose the agreement to a potential purchaser in connection with a sale of all or a portion of its business or assets, including in connection with a merger or reorganization. The nonbreaching party shall be entitled to seek equitable relief to protect its interests, but not limited to, injunctive relief.

10. PERMITTED DISCLOSURE

10.1. The Customer expressly grants GT&T permission to disclose personally identifiable information relating to Customer or Customer’s Account in response to a:

- i. government subpoena or warrant issued in a civil or criminal investigation or litigation;
- ii. civil investigative demand issued by a government entity; or
- iii. court order.

10.2. The Customer further agrees that GT&T may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

- 10.3. GT&T is not responsible for any information provided by the Customer to third parties. The Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the services. However, this does not pertain to Confidential Information, which the Customer is bound to GT&T by this Agreement.

11. INDEMNIFICATION

- 11.1. The Customer agrees to defend, indemnify and hold harmless GT&T, its parent companies, associate companies, directors, employees, independent contractors and/or agents ('GT&T's entities') from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to: (i) the use of the services, the equipment or software by the Customer (including its employees, agents and other users who access customer's account) or otherwise arising out of the use of the Customer's account, the services, GT&T Equipment or software; (ii) breach of the Agreement; and/or (iii) violation of applicable law, including laws relating to libel, slander, protection of patents, copyrights, trademarks and other intellectual property rights.
- 11.2. GT&T reserves the right to disconnect or terminate the service, and/or remove content from the service, if GT&T determines, in its sole discretion, that the Customer's use of the service does not conform to the requirements set forth in the Agreement, interferes with GT&T's ability to provide the service, or violates any laws or regulations. GT&T's actions or inaction under this section shall not constitute review or approval of any use of the service or content transmitted by the Customer. The Customer agrees to indemnify and hold GT&T's entities harmless from and against any and all liability arising from the content transmitted by the Customer (or anyone using the Customer's account) by use of the services.
- 11.3. Further, the Customer agrees to defend, indemnify and hold harmless GT&T from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from:
- i. any violation of applicable laws, regulations or this Agreement by the Customer or any parties who use the Customer's account, with or without permission, to access the service;
 - ii. the use of the service, any software, the equipment or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by the Customer (or any parties who use the Customer's account, with or without the Customer's permission, to access the service);
 - iii. negligent acts, errors, or omissions by the Customer (or any parties who use the Customer's account, with or without the Customer's permission, to access the Service); or
 - iv. injuries to or death of any person and for damages to or loss of any property of GT&T, the Customer or any third party, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; and/or
 - v. Claims for infringement of any intellectual property rights arising from the use of the service, the software, the equipment or the Internet.
- 11.4. The Customer is responsible for all information received, transmitted, and/or stored by the Customer and the Customer hereby releases GT&T from and agrees to indemnify

- GT&T, its officers, directors, agents, and employees against any and all claims, losses or expenses relating to such information, materials and language. T
- 11.5. This Clause shall survive the termination and/or expiration of this Agreement.

12. WARRANTIES

- 12.1. The Customer hereby represents and warrants to GT&T as follows:
- i. that the Service will only be used for lawful purposes and the transmission of any material or information arising from the use of the service will not violate any applicable laws or regulations of Guyana or any other jurisdiction;
 - ii. that the service will not be used in any manner to access GT&T's Equipment for any purpose other than obtaining the service in accordance with the terms and conditions of this Agreement;
 - iii. that the Customer subscribing to the Service is at least eighteen (18) years of age;
 - iv. GT&T may, at its absolute discretion and without notice effective immediately disconnect or terminate the service if the Customer fails to pay any charge or other amount due hereunder;
 - v. should GT&T in its sole opinion, determine that activity has occurred which constitutes inappropriate or unlawful use of the service, interferes with the Customer's computer network or equipment; vi. if the Customer otherwise commits a breach of any term of this Agreement; or vii. if the Customer (or any third party, with or without the Customer's knowledge) uses the Customer's services in a way which GT&T reasonably thinks may damage or negatively impact the operation of our network, the services, other users of the service or a third party's network.
- 12.2. No disconnection or termination of the Service will terminate or relieve the Customer's obligation to pay any and all outstanding charges, fees or other amounts due and owing to GT&T which accrued prior to disconnection or termination, which amounts shall become immediately due and payable upon disconnection or termination. In the event that action is required to recover outstanding amounts, the Customer shall be liable for all costs of collection, including legal fees and expenses.
- 12.3. Should the service be disconnected or terminated for any reason and should GT&T subsequently agree, in its sole discretion, to reinstate the service, the Customer shall be required to pay the reconnection fee (if any), in addition to any other amounts due and owing at the time of reinstatement of the service and all other amounts pursuant to Clause 12 of this Agreement. GT&T may choose not to reinstate the service unless satisfied that there will be no repetition of the circumstances giving rise to the disconnection.
- 12.4. GT&T does not credit partial service periods or monthly fees. In the event that the Customer cancels its service before the start of the next service period, GT&T is not obligated to refund any prorated amounts of the Customer's monthly fee and any fees paid are non-refundable.
- 12.5. The Customer understands and agrees that the Services provided by GT&T is provided on an "as is" or "as available" basis, with all faults except as otherwise specifically set forth in this Agreement.
- 12.6. GT&T (and its officers, employees, parent, subsidiaries, and affiliates), its third party licensors, providers and suppliers disclaim any and all warranties for the service, software and equipment whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, accuracy,

- non-infringement, non-interference, title, compatibility of computer systems, integration, and those arising from course of dealing, course of trade, or arising under statute. It is hereby understood by the Customer that no advice or information given by GT&T or its representatives shall create a warranty and that the use of GT&T's technical support is at the Customer's own risk and is not warranted.
- 12.7. GT&T does not warrant or guarantee that the Service can be provisioned to the Customer's premises or that provisioning will occur according to a specified schedule, even if GT&T has accepted the Customer's order for Service. Further, GT&T does not warrant or guarantee that GT&T will accept the Customer's application and the Customer understands that there is no obligation for GT&T to accept it.
 - 12.8. In the event that the Customer's Service is not provisioned for any reason, neither the Customer nor GT&T shall have any duties or obligations under this Agreement (other than the Customer's obligation to return any Equipment provided by GT&T, if any, pursuant to the terms of these terms and conditions of this Agreement).
 - 12.9. GT&T does not warrant that the service, software or equipment provided by GT&T will perform at a particular speed, bandwidth or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, or the like. GT&T shall not be liable for loss of the Customer's data, or if changes in operation, procedures, or services require modification or alteration of Customer's equipment, render the same obsolete or otherwise affect its performance.
 - 12.10. GT&T makes no warranty regarding any transactions executed using the service, the software, the equipment or the internet. Further, GT&T makes no warranty regarding the content and information accessed by using the service, the software, the equipment or any links displayed. The Customer expressly assumes all risks and responsibilities for use of the service, the software, the equipment and the internet generally. The Customer agrees not to use the service, the software or the equipment in any high risk activities where damage, loss, theft and/or injury to person, property, environment, or business may result if an error occurs.
 - 12.11. In no event shall GT&T (or its officers, employees, parent, subsidiaries, or affiliates), its third party licensors, providers or suppliers be liable for: (a) any direct, indirect, special, consequential or incidental damages, including without limitation, lost profits or loss of revenue or damage to data arising out of the use, partial use or inability to use the service, the software or the Equipment, regardless of the type of claim or the nature of the cause of action, including without limitation, those arising under contract, tort, negligence or strict liability, even if GT&T been advised of the possibility of such claim and/or damages, or (b) any claims against the Customer any other party.
 - 12.12. All limitations and disclaimers stated in this section also apply to GT&T's third party licensors, providers and suppliers as third party beneficiaries of this Agreement.
 - 12.13. Any rights or limits stated herein are the maximum for which GT&T (and its officers, employees, parent, subsidiaries, and affiliates), GT&T's third party licensors, providers and suppliers are collectively responsible.
 - 12.14. The remedies expressly set forth in this Agreement are the Customer's sole and exclusive remedies. The Customer may have additional rights under certain laws (such as consumer laws), which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply, our exclusions or limitations may not apply to the Customer.

13. **TERMINATION**

- 13.1. The Customer shall have the right to terminate for convenience this Agreement in whole or part, at any time during the Service Term upon at least thirty (30) days prior written notice to GT&T, and subject to payment to GT&T of all outstanding amounts due for the Services, any and all applicable termination charges as described herein and the return of any and all GT&T's equipment.
- 13.2. Either party may terminate the Agreement for cause if written notice is given to the other party at least thirty (30) days prior to termination specifying the cause for termination and requesting correction and such cause is not corrected within such thirty (30) day period. "Cause" only refers to any material breach of the terms of the Agreement.
- 13.3. Notwithstanding the foregoing, a Customer's agreement may also be terminated by GT&T for cause without prior notice:
- i. if Customer fails to timely pay for the Services;
 - ii. if Customer uses the Services in violation of applicable law, or GT&T's acceptable use or other policies;
 - iii. in accordance with any applicable tariff on file with applicable regulatory authorities;
 - iv. if GT&T determines in its sole discretion that the termination of Services is necessary to protect itself, its Customers or the general public against acts of fraud and other unlawful activities.
 - v. GT&T may also terminate a Customer's agreement immediately without incurring any liability whatsoever if:
 - a. any national or international law makes it unlawful for GT&T to provide a service to Customer, or
 - b. GT&T is unable to secure or maintain the necessary facilities or utilities required to provide a service to Customer.
- 13.4. Notwithstanding anything in the Agreement to the contrary, the Customer's termination of this Agreement before the end of the Term without cause (including termination for convenience) will require that the Customer pay to GT&T an early termination fee of **twenty-two thousand Dollars (\$22,000.00)**. The Customer understands and agrees that this termination fee can be changed at any time by GT&T without any notice to Customers and is not a penalty.
- 13.5. If the Customer fails to pay for the Services at the stipulated time, GT&T may, at its sole discretion and without any prior notice to the Customer, disconnect the Customer's service. During this disconnection, the Customer understands and agrees that they will not have any access to the Service until all outstanding charges due and owing have been paid to GT&T including the following charges which the Customer understands and agrees will be applied by GT&T to the Customer:
- i. The Customer shall pay all the sums due and owing to GT&T at the time of disconnection of the services by GT&T;
 - ii. The Customer shall pay the full monthly recurring charge for the month in which the service was disconnected based on the Customer's active plan at the time of disconnection;
 - iii. The Customer shall pay the monthly equipment rental charge to GT&T for the period in which the Services have been disconnected i.e. for every month the service remains disconnected; and
 - iv. Subject to Clause 13.5(ii), the Customer shall pay the pro-rata sum of the monthly recurring charge of the month in which the Service is reconnected by GT&T.

- 13.6. Pursuant to Clause 13.5, if the Customer's service remains disconnected for a period of ninety (90) days from the initial date of disconnection, then GT&T, in its sole discretion, will have the option of terminating the Customer's service permanently. At this time, the Customer shall be under the obligation to pay GT&T all outstanding charges pursuant to Clause 13.5.
- 13.7. Upon termination of the service, GT&T shall be given unlimited access by the Customer to the Customer's premises in order to remove the Equipment. If GT&T is unable to remove the Equipment from the Customer's premises within five (5) days as a result of the Customer's acts, omissions or refusal to permit GT&T access to the Customer's premises, then the Customer will be charged a penalty of **Thirty-One Thousand Dollars (\$31,000.00)**. This penalty will not replace GT&T's power to remove the Equipment, termination charges as well as charges pursuant to Clause 13.5, and is subject to change by GT&T without any prior notice to the Customer.
- 13.8. Upon the expiration or termination of this Agreement for any reason:
- i. GT&T may delete all applicable data, files, electronic messages, voicemail or other information stored on GT&T's servers or systems;
 - ii. The Customer shall permit GT&T access to retrieve from the applicable service locations any and all GT&T's Equipment (however, if the Customer fails to permit access, or if the retrieved GT&T's Equipment has been damaged and/or destroyed other than by GT&T or its agents, normal wear and tear excepted, GT&T may invoice Customer for the full replacement cost of the relevant GT&T Equipment, or in the event of minor damage to the retrieved GT&T equipment, the cost of repair, which amounts shall be immediately due and payable); and
 - iii. if used in conjunction with the terminated service, Customer's right to use applicable software shall automatically terminate, and Customer shall be obligated to return the software to GT&T.
- 13.9. If the Service is terminated by GT&T, the Customer will remain fully liable and responsible to pay any fees that are still owed to GT&T by the Customer pursuant to this Clause and this Agreement as well as all costs GT&T incurs to collect such amounts including without limitation collection costs and fees.

14. MOVING AND RECONNECTION

- 14.1. If the Customer moves during the term of this Agreement and would like to relocate the Service, the Customer must place a relocation request with GT&T. This request must contain the requested date of Service termination, plus the address and phone number of the new location and the requested transfer of Service Date. The Customer shall continue to pay the monthly charges and comply with all the conditions contained herein until GT&T has approved the relocation.
- 14.2. Pursuant to Clause 14.1, if GT&T is unable to provide the Service to the Customer's new location, the Customer will be able to terminate this Agreement subject to Clauses 13.4 and 13.5.

15. **ASSIGNMENT**. The Parties, their heirs and assigns hereby agree to abide by terms and conditions of this Agreement and by the General Regulations (of telephone service), a copy of which is posted on this website and available at the Commercial Offices of GT&T and filed with Public Utilities Commission.

16. **APPLICABLE LAWS.** The parties agree that this Agreement shall at all times be subject to the terms of the licenses granted to GT&T by the Ministry of Works and Communications pursuant to the Telecommunication Act and by the Public Utilities Commission Act.
17. **ENFORCEABILITY OF PROVISIONS.** In the event that one or more of the provisions herein is for any reason held to be illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, and that this Agreement as revised is consistent with the parties' original intent. GT&T may, upon reasonable notice to the Customer, vary these terms and conditions and the Customer will be bound by such variation if the Customer uses the service thereafter.
18. **AMENDMENTS AND MODIFICATIONS.** GT&T may revise the terms and conditions of this Agreement from time to time without any need for prior notice to the Customer. Customers agree to visit the GT&T's website and the links thereon periodically to be aware of and review any such revisions. Increases to the monthly price of the Service for Monthly Customers shall be effective beginning with the calendar month following the calendar month in which such increases are posted. Revisions to any other terms and conditions shall be effective upon posting. By continuing to use the service after revisions are in effect, a Customer accepts and agrees to the revisions and to abide by to the revisions and to abide by them.
19. **JURISDICTION.** The terms and conditions are made in, governed by and subject to the laws of Guyana and the parties hereby submit to the exclusive jurisdiction of the Courts of Guyana.
20. **RELATIONSHIP** – The Customer's relationship with GT&T is that of an independent contractor. The Customer is not an agent of GT&T and the Customer has no authority to obligate GT&T by contract or otherwise.
21. The Customer represents and warrants to GT&T that the Customer is of lawful age to enter into this Agreement and that (i) the Customer has the full right, power and authority to enter into this Agreement and to perform the acts required of the Customer hereunder; and (ii) the acceptance of this Agreement by the Customer, and the performance by the Customer of its obligations and duties hereunder, do not and will not violate any agreement to which the Customer is a party or by which it otherwise is bound..
22. By using and accepting the Service from GT&T, the Customer acknowledges that they have read and understand the terms and conditions of this Agreement and agrees to be legally bound by all of the terms and conditions of this Agreement and any associated documents, the same as if the Customer had physically signed this Agreement. This Agreement supersedes all other written and oral communications or agreements with regard to the subject matter.
23. By providing GT&T with the Customer's telephone number, cell phone number(s) or email address, the Customer gives consent for GT&T, or any of its agents to contact the Customer and to leave live or pre-ordered messages, text messages, or emails to the extent that such are necessary to enforce any part of this Agreement.